



The Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Forth Dimension Design & Construction Co.,
Inc.
File: B-228561
Date: December 4, 1987

DIGEST

Where surety's power of attorney form attached to bid bond fails to designate the individual who signed the bond on behalf of the surety as authorized to bind the surety, the agency properly determined the bond to be defective and the bid nonresponsive because it is not clear whether the surety would be bound.

DECISION

Forth Dimension Design & Construction Co., Inc., protests the rejection of its low bid under Department of the Navy invitation for bids (IFB) No. N62470-87-B-5254, for construction work. The Navy rejected the bid as nonresponsive because the person who signed the accompanying bid bond on the surety's behalf was not named by the surety in the power of attorney form that was furnished with the bid. Forth Dimension argues that the bid should be accepted because the firm cured the defect after bid opening, and because of the price difference between its bid of \$111,973 and the next low bid, \$147,740.

We deny the protest.

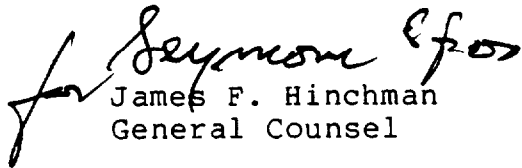
The Navy properly found the protester's bid nonresponsive. The purpose of a bid bond is to secure the liability of a surety to the government if the bidder attempts to withdraw its bid within the time specified for acceptance, fails to execute a written contract, or does not furnish performance and payment bonds. The defect in Forth Dimension's bid created an uncertainty about whether the bond signer was duly authorized to bind the surety, and thus whether the surety was obligated on the bond. Langaker Marine, Inc., B-220556, Dec. 3, 1985, 85-2 C.P.D. ¶ 623. Moreover, since the responsiveness of a bid must be determined solely from the bid documents, the defect could not be cured after bid opening. Baldi Brothers Constructors, B-224843, Oct. 9, 1986, 86-2 C.P.D. ¶ 418. Permitting a company the chance to

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correct its bid in a way that affects the bid's responsiveness would be prejudicial to other competitors because the bidder would be gaining the advantage of deciding whether to accept or reject the award, by making the bid responsive or not, as its business interests might dictate. See Forth Dimension Design & Construction, Inc., B-226664, Apr. 28, 1987, 87-1 C.P.D. ¶ 448.

Finally, even though accepting Forth Dimension's bid would save money, the public interest in strictly maintaining the competitive bidding procedures required by law outweighs any pecuniary advantage the government might gain in a particular case by a violation of those procedures. Forth Dimension Design & Construction, Inc., B-226664, supra.

The protest is denied.


James F. Hinchman
General Counsel